TOWN OF WARRENTON, VIRGINIA

Invitation for Bid – Solar Powered Radar Signs

IFB #: 10-005 **Closing Date: June 26, 2009 at 2:00 PM**

ALL BIDS MUST BE RECEIVED BY THE CLOSING DATE AND TIME TO BE CONSIDERED.

One (1) original and (1) copy of each bid, including any attachment, shall be mailed or delivered to:

Town of Warrenton
Purchasing Agent
18 Court Street
Warrenton, Virginia 20186

All inquiries for information regarding procurement procedures, bid submission requirements, or other fiscal/administrative concerns shall be directed to:

Purchasing Agent
18 Court Street
Warrenton, VA 20186

Phone: 540-347-1102
Fax: 540-349-2414
e-mail staff@warrentonva.gov

For technical information relating to this IFB, please contact:

Robert G. Butler, Superintendent of Public Works
360 Falmouth Street
Warrenton, VA 20186

Phone: 540-347-1858
Fax: 540-349-8339
e-mail: rbutler@warrentonva.gov

In compliance with this Invitation for Bid and all the conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed bid or as mutually agreed upon by subsequent negotiations.

Name: _____ Date: _____

Address_____ Phone #: _____

_____ Fax #: _____

Submitted by:_____

Printed name_____ FEIN/SSN: _____

_____
Signature

CERTIFICATION PAGE

RETURN THIS PAGE WITH PROPOSAL SUBMISSION

TOWN OF WARRENTON, VIRGINIA

Invitation for Bid – Solar Powered Radar Signs

IFB #: 10-005 **Closing Date: June 26, 2009 at 2:00 PM**

For technical information relating to this IFB, please contact:

Robert G. Butler
Superintendent of Public Works
360 Falmouth Street
Warrenton, VA 20186
540-347-1858

For other information relating to this IFB, please contact:

Purchasing Agent
18 Court Street
Warrenton, VA 20186
540-347-1102

The Town of Warrenton is accepting bids from qualified Class A contractors to provide and install four solar powered Radar Signs to the specifications provided.

There will be a **non-mandatory pre-bid meeting** held on June 16, 2009 at 9AM at the Public Works facility at 360 Falmouth Street. Please contact Robert Butler at 540-347-1858 for directions to the facility.

The following Special Terms and Conditions shall govern this purchase:

1. A Scope of Work is attached as Exhibit A.

2. The General Terms & Conditions - Construction Projects, attached as Exhibit B, shall apply to this purchase.

3. Any person submitting a bid for construction work to any building, highway, sewer or other structure, the performance of which would require a contractor's license pursuant to the provisions of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, be required to submit **as part of their bid** (Attached as Exhibit C):

   a. Satisfactory proof that such person is duly licensed under the terms of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, including the furnishing of any such contractor's number;

   b. A written, sworn statement (notarized) that the person's license is in good standing and not subject to licensure as a contractor, subcontractor or owner/developer pursuant to Sec. 54.1-1100 of the Code of Virginia, 1950, as amended;

4. The contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

   The contractor shall provide a certificate of insurance naming the Town of Warrenton as additional insured **and, if requested** a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.

   The contractor shall maintain limits no less than:

   a. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.

   b. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

   c. Workers' Compensation and Employers Liability: Worker's Compensation as required by the Code of the Commonwealth of Virginia and Employers Liability limits of $1,000,000 per accident.

5. All bids must be placed on the enclosed Bid Sheet to be considered responsive.

6. Payment terms are net, 30 days from date of acceptance by the Director of Public Works.

7. Performance and payment bonds with a value of 100% of the contract amount will be required of the successful contractor prior to commencing work.

All bids must be signed and sealed in an envelope plainly marked on the outside**, "SEALED BID ON SOLAR POWERED RADAR SIGNS, TO BE OPENED JUNE 26, 2009 AT 2:00 P.M.",** and shall be delivered to the **PURCHASING AGENT AT 18 COURT STREET, WARRENTON, VIRGINIA 20186.**

Bids shall be opened and read aloud by the Purchasing Agent or their designee at the appointed hour and date in the presence of the Public Works Director, or his designee and such of the bidders or members of the public as choose to attend.

The Town reserves the right to reject any and all bids and waive all informalities. In the event the Town Manager chooses to reject all bids, the Town will re-advertise or make the purchase on the open market. The Town, through its duly adopted policies, may reject any or all bids.

The Town of Warrenton does not discriminate on the basis of handicapped status in admission or access to its programs and activities. Accommodations will be made for handicapped persons upon prior requests.

TOWN OF WARRENTON, VIRGINIA

Invitation for Bid – Solar Powered Radar Signs

IFB #: 10-005 **Closing Date: June 26, 2009 at 2:00 PM**

EXHIBIT A
SCOPE OF WORK

The Lump Sum price is to include all work necessary to provide and install four solar powered Radar Signs. Two signs will be set on Shirley Avenue, northbound and southbound, between Falmouth Street and Culpeper Street. The other two signs will be installed on Falmouth Street, northbound and southbound, between Shirley Avenue and Lee Street. The Town will locate the exact locations in the field.

The Radar Sign is to be RU2 Systems Model #Fast-350, or approved equal, and to meet the below standards. The unit is to be set using solar power, but capable of external power supply.

The price is to include all safety devices necessary for the installation to local codes and ordinances, VDOT traffic regulation, and OSHA requirements.

All work to be performed in a craftsman-like manner and work areas kept clean at all times. All field work to be performed by personnel with at least an IMSA Level II Traffic Technician status.

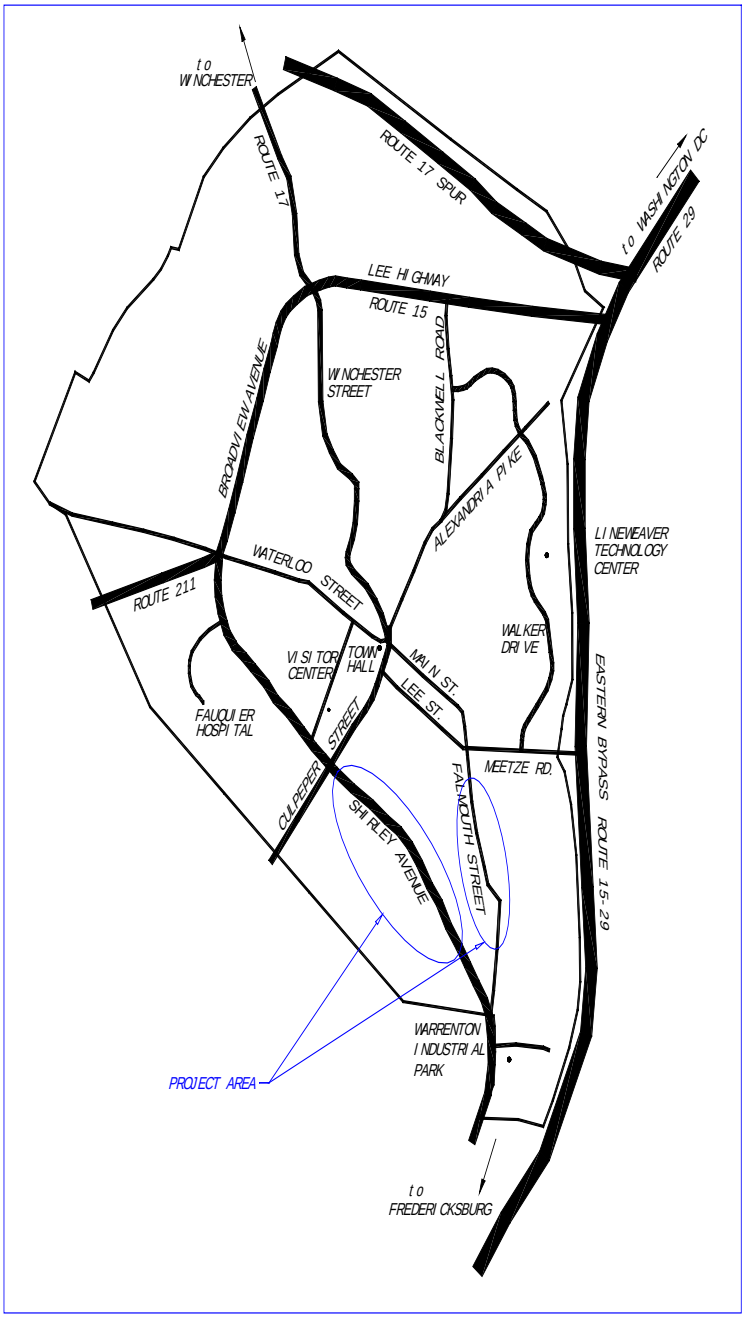
The price is to include installation to all sign manufacturer requirements. The price is to include the excavation and installation of concrete base, placement of the pole, sign, and setup of all components. The price is to include troubleshooting, calibrating, and testing of the system. The price is to include training of up to eight personnel for up to two hours to operate the system. The price is to include a two year warranty on the installation and radar system and at least a five year warranty on the display and solar panel. Additional manufacturer warranties to be included.

SPECIFICATION FOR RADAR SPEED SIGN MATERIALS

-Units has sealed case with easy access to critical components through rear access panel, .100" thick welded aluminum NEMA 12 construction
-Casework: 25" wide, 4" thick, 20.5" high
-Finished size; includes MUTCD compliant R2-1 style "YOUR SPEED" aluminum overlay sign, white retro-reflective material, black series "E" characters: 26" wide, 4" thick, 32.5" high.
-Units have White polyester powder coat paint inside and out
-Units have all stainless steel hardware
-Universal 2 piece mounting brackets are included; U-bolt, band or wall mount
-Units have 3/16" GE Lexan® shielding with a tinted, non-glare finish
-Units have Single directional, K-band radar unit
-Units operating parameters set by case mounted push button or included remote RF fob, on display
-Set up must not rely upon lap top or handheld in field
-Units have user programmable radar sensitivity, 5 levels
-Units have user selectable MPH/KPH setting
-Units radar device has X-Y axial position adjustability independent of sign housing
-Units have 12" Full matrix characters made of Amber AlInGaP high intensity LED's
-Unit(s) display must not be of seven-segment variety
-Unit(s) display must not employ moving parts (i.e. shuttered LEDs)
-Each pixel is comprised of four LED's

-Units Display speeds from 1 to 99 MPH/KPH
-Units have Automatic intensity adjustment to ambient light conditions
-Units must have a “Dark Mode” of operation for data collection when data optioned
-Units must accept 110v power input (100 to 240 VAC, 1O, 50-60Hz.)
-Power consumption: not to exceed 6W nominal power consumption, 15W peak
-Units be capable of reliable solar power operation (see below)
-Units have on-screen voltage check
-Units have Keyed On/Off switch
-Display equipped with High Speed Blanking settable in 1 MPH increments
-Display equipped with amber LED Flashing Speed Violator alert settable 1 MPH increments
-Display equipped with Minimum Speed settable in 1 MPH increments
-Violator Alerts can be set in any order of hierarchy
-Units operating parameters stored to non-volatile memory and defaults to last settings on power up
-Single cycle 24 hour ON/OFF clock included
-Embedded Life-Time run clock
-Built in LED Operation diagnostics
-Built in LED Intensity operational diagnostics
-Built in battery diagnostics where applicable
-Low voltage battery protection mode where applicable
-Display must be warranted against defects in materials and workmanship for at least 5 years
-Radar device must be warranted against defects in materials and workmanship for at least 2 years
-Display is equipped with embedded red Led “SLOW” Violator alert settable in 1 MPH increments
And/or
-Display is equipped with embedded “Red/Blue” Flashing Bars Violator alert settable in 1 MPH increments
And/or
-Display is equipped with embedded “White Photo Flash” Violator alert settable in 1 MPH increments And/or
-Display is equipped with dry contact, either NO or NC, settable in 1 MPH increments
And/or
-Display is equipped with data collection capabilities, capturing each free flow vehicle and time/date stamping each event with speed
And
-Solar power option includes 85-watt panel (typical), group 27 AGM battery (one), cabling and mounting hardware. Solar panel may be upsized at supplier’s discretion to ensure proper function under installed environment variables at no additional charge.
Pole and Base to be Pelco PB-5335 Base, PB-4503 Cap, PB-5100-14 Pole with Anchor Bolts.

LOCATOR MAP FOR PROJECT AREA



TOWN OF WARRENTON, VIRGINIA

Invitation for Bid – Solar Powered Radar Signs

IFB #: 10-005 **Closing Date: June 26, 2009 at 2:00 PM**

EXHIBIT B

GENERAL TERMS AND CONDITIONS
CONSTRUCTION PROJECTS

The following General Terms and Conditions shall become part of all solicitations for construction projects that involve building, altering, repairing, improving or demolishing any structure, building or paving projects, and any draining, dredging, excavation, grading or similar work upon real property. These General Terms and Conditions shall be a part of any such Invitation for Bid/Request for proposal in addition to the General Terms and Conditions for Services.

1. DEFINITIONS:

a. The term "**Town"** shall mean The Town of Warrenton through the governing body or other agent with authority to execute the contract for the Town.

b. The term "**Contractor"** means the person; firm or corporation named such in the contract and includes the plural number and the feminine gender when such are named in the contract as the Contractor.

c. The term "**Subcontractor"** means only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design but does not include one who merely furnishes material not so worked.

d. The "**Project Inspector"** means one or more individuals employed or designated by the Town to make inspections, observe progress, approve schedules and accept services under the terms of the contract. The Town shall notify the Contractor in writing of the appointment of such Project Inspector.

2. CONTRACT DOCUMENTS

The contract entered into by the parties shall consist of the Invitation for Bids/Request for Proposals, the signed Bid/Offer submitted by the Contractor, the Town of Warrenton standard contract form or Purchase Order, the General and Special Terms and Conditions, the Specifications with drawings, if any, including all modifications thereof, all which shall be referred to collectively as the Contract Documents.

3. LAWS AND REGULATIONS

a. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

b. The Contractor and Subcontractor shall comply with the Virginia Contractor's Registration Law, Title 54, Chapter 7, Code of Virginia (1950), as amended. All nonresident Contractors and Subcontractors submitting bids/ proposals on the work described herein shall register with the Department of Labor and Industry under the provisions of the Subsection 40.1-30 of the code of Virginia (1950), as amended.

c. The Contractor shall comply with the Code of Virginia section 2.2-4311.1 as amended to be effective 07/01/08. The Contractor does not and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

4. CONDITIONS AT SITE, BUILDING OR STRUCTURE

Bidders/Offerors shall visit the contract work site or sites and shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the site, building or structure, and the character and extent of existing work within or adjacent to the site.

5. PREPARATION AND SUBMISSION OF BIDS/PROPOSALS

a. Bids/proposals must give the full business address of the bidder/offeror and be signed by him or her with his or her usual signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by Corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the word “President”, “Secretary”, “Agent”, or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the Town, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

b. Identification of Bid/Proposal Envelope: The signed bid/proposal should be returned in a separate envelope or package sealed to the Purchasing Agent and identified as follows:

From:

Name of Bidder Due Date Time

Address City/State/Zip Code

Description of Invitation or Request for Proposal

The envelope should be addressed as directed in the solicitation.

6. WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS PRIOR TO DUE DATE

Bids/proposals may be withdrawn or modified by written or telegraphic notice received from Bidders/Offerors prior to the time fixed for bid/proposal receipt.

7. RECEIPT AND OPENING OF BIDS/PROPOSALS

a. It is the responsibility of the bidder/offeror to assure that the bid/proposal is delivered to the place designated for receipt of bids/proposals prior to the time set for receipt of bids/proposals. No bid/proposal received after the time designated for receipt of bids/proposals will be considered.

b. Bids received in response to an Invitation for Bids will be opened at the time and place stated in the solicitation and bidder’s names and prices made public for the information of bidders and other interested who may be present either in person or by

representative. The Purchasing Director, whose duty it is to open the bids, will decide when the specified time has arrived. No responsibility will be attached to any agent of the Town for the premature opening of a bid not properly addressed or identified. In the case of the proposals received in response to a Request for Proposal, public openings are not required; however, if a public opening is held, only the names of the offerors will be read aloud.

8. WITHDRAWAL OF BID DUE TO ERROR (INVITATION FOR BIDS ONLY)

a. The bidder shall submit to the Purchasing Director his original work papers, document and materials used in the preparation of the bid within two business days after the date fixed for submission of bids. The work papers shall be delivered in person or by certified mail. The bidder shall identify in sufficient detail the nature of the mistake. Such mistake shall be proved only from the original work papers, documents and materials delivered as required herein.

b. No bid may be withdrawn under this section when the result would be awarding the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

c. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall deem to be the low bid.

d. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

e. If the Town denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsive and responsible bidder.

9. SUBCONTRACTS:

a. The Contractor shall, as soon as practicable after the signing of the contract, notify the Town in writing of the names of Subcontractors proposed for the principle parts of the work. The Contractor shall not employ any Subcontractor that is not responsible or otherwise suitable. The Town shall not direct the Contractor to contract with any particular Subcontractor; however, the Town may disapprove the use of any Subcontractor deemed unsuitable.

b. The Contractor must agree that he is fully responsible to the Town for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by them as well as those persons directly employed by the Contractor himself.

10. SEPARATE CONTRACTS:

The Town reserves the right to let other contracts in connection with the project or services, the work under which will proceed simultaneously with the performance of the Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the performance of their work. The Contractor shall take all reasonable action to coordinate his or her work with the separate contractors. If the work done by the separate contractor is defective or so performed as to prevent the Contractor from carrying out the work according to the plans and specifications, the contractor shall immediately notify the Town upon discovering such conditions.

11. PROJECT INSPECTOR AS THE TOWN'S AGENT:

a. The Project Inspector shall use all powers under the Contract to enforce its faithful performance. The Project Inspector shall determine the amount, quality, acceptability, and fitness of all parts of the work; shall interpret the Contract Documents and extra work orders; and shall decide all other questions in connection with the work. The Project Inspector shall recommend suspension of the work whenever such suspension may be necessary to ensure the proper execution of the Contract. The Project Inspector shall have no authority to approve or order changes in the work which alter the concept or which call for an extension of time or a change in the contract price. Upon request, the Project Inspector shall confirm in writing within ten (10) days any oral order, direction, requirement or determination.

b. All orders from the Town shall be transmitted through the Project Inspector.

12. INSPECTION:

a. All materials and workmanship, if not otherwise designated by the specifications, shall be subject to inspection, examination and test by the Project Inspector at any and all times during manufacture and/or construction. The Project Inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the Town may, by contract or otherwise, replace such material and/or correct such workmanship charging the cost to the contractor. The Town may terminate the right of the Contractor to proceed as provided in the Default Clause, the Contractor being liable for any damage to the same extent as provided in the Default Clause for termination thereunder.

b. The Project Inspector may recommend to the Town that the work be suspended when in his or her judgment the intent of the plans and specifications is not being followed. Any such suspension shall be continued only until the matter in question is settled to the satisfaction of the Town. The cost of any such work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor's work.

c. The Project inspector may immediately suspend any work which is being pursued in an unsafe manner and where in his or her judgment, the potential for serious personal injury or property damage exists.

d. The Project Inspector shall not:

1. Authorize deviations from the Contract Documents;
2. Enter into the area of responsibility of the Contractor's superintendent;
3. Issue directions relative to any aspect of means, methods, techniques, sequences, or procedures;
4. Issue a certificate for payment.

13. SUPERINTENDENCE BY CONTRACTOR:

a. The Contractor shall be responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract except where otherwise specified in the Contract Documents.

b. The Contractor shall, at all times, enforce the strict discipline and good order among the workers on the project, and shall not employ on the site any unfit person or anyone not skilled in the work assigned to him or her.

14. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

15. WARRANTY OF MATERIALS AND WORKMANSHIP

a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, first class, and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.

b. Work not conforming to these warranties shall be considered defective.

c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

16. USE OF PREMISES AND REMOVAL OF DEBRIS

a. The Contractor expressly undertakes, either directly or through its Subcontractor:

1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work;
2. To store its apparatus, materials, supplies, and equipment in such an orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of the Town or any other Contractor; and
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To effect all cutting, filling or patching of its work required to make the same conform to the plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or by excavation.
5. To clean up frequently all refuse, rubbish, scrap, materials and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.

17. PROTECTION OF PERSONS AND PROPERTY

a. The Contractor expressly undertakes both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including the Town's employees and property and its own.

b. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

c. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Town's property from injury or loss arising in connection

with this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Town. The Contractor shall adequately protect the adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.

d. In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Town, is hereby permitted to act at its discretion, to prevent such threatened loss or injury. Also, should the Contractor in order to prevent threatened loss or injury, be instructed or authorized to act by the Town, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by Section 18, "Changes in the Work."

18. CHANGES IN THE WORK

a. The Town may at any time by written order, make changes in the work of this Contract and within the general scope thereof, except that no fixed price contract may be increased by more then twenty-five percent of the amount of the contract or ten thousand dollars ($10,000), whichever is greater. In making any change, the charge or credit for the change shall be determined by one of the following methods as selected by the Town.

1. The change order shall stipulate the mutually agreed price that shall be added to or deducted from the contract price. If the price change is an addition to the contract price, it shall include the Contractor's overhead and profit.

2. By estimating the number of unit quantities of each part of the work which are changed and then multiplying the estimated number by of such unit quantities by the applicable unit price (if any) set forth in the contract or other mutually agreed unit price. If the Town decides to authorize work in accordance with until price, measurement of unit quantities shall be on a net basis.

3. By ordering the Contractor to proceed with the work and to keep, and present in such form as the Town may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by the Town and the Contractor.

b. The Contractor shall furnish the Town with an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

c. In figuring changes, instructions for measurements of quantities set forth in the specifications shall be followed.

d. All change orders must indicate that the completion date of the project is either not extended or is extended by a specific number of days. Both the old, and if there is one, the new date must be stated.

19. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under any order of any court or other public authority for a period of three (3) months through no fault of the Contractor or of anyone employed by the Contractor, or if the Town should arbitrarily fail to issue any certificate for payment within a reasonable time after they are due, or if the Town should fail to pay the Contractor within

thirty (30) days any sum certified by the Town, then the Contractor may, upon fourteen (14) calendar days written notice to the Town, stop work or terminate the contract. The Contractor may then recover the Town payment for the cost of the work actually performed, together with the overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that there would have been a profit on the entire contract if the work had been completed. The Contractor may not receive profit or any other type of compensation for parts of the work that were not performed. The Contractor may recover the cost of physically closing down the job site, but no other costs of termination. The Town may offset any claims it may have against the Contractor against the amounts due to the Contractor.

20. TOWN'S RIGHT TO TERMINATE CONTRACT

a. If the Contractor should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his or her insolvency, the Town may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Town, or otherwise be in substantial violation of any provision of the contract, then the Town may terminate the contract.

b. Prior to the termination of the Contract, the Town shall give the Contractor fourteen (14) calendar day's written notice. Upon termination of the contract, the Town shall take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method deemed expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the Town. The expense incurred by the Town as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Town.

c. Termination of the Contract under this section is without prejudice to any other right or remedy of the Town.

21. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

TOWN OF WARRENTON, VIRGINIA

Invitation for Bid – Solar Powered Radar Signs

IFB #: 10-005 **Closing Date: June 26, 2009 at 2:00 PM**

Exhibit C

Mandatory Requirement
(To be executed and submitted with bid)

Any person submitting a bid for construction work to any building, highway, sewer or other structure, the performance of which would require a contractor's license pursuant to the provisions of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, is required to submit **as part of their bid**:

Satisfactory proof that such person is duly licensed under the terms of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, including the furnishing of any such contractor's number. **A copy of your contractor's license can be attached to this form to meet this requirement.**

I certify that the _____ State Contractors License of _____,

doing business as _____

is in good standing and not subject to licensure as a contractor, subcontractor or owner/developer pursuant to Sec. 54.1-1100 of the Code of Virginia, 1950, as amended.

Signed and sealed this _____ of _____, 2009.

_____
Principal

_____
Title

State of Virginia, County of _____ , to wit:

The foregoing instrument was acknowledged before me the _____ day of _____,

2009 by _____.
NOTARY PUBLIC / REGISTRATION #

_____
MY COMMISSON EXPIRES

TOWN OF WARRENTON, VIRGINIA

Invitation for Bid – Solar Powered Radar Signs

IFB #: 10-005 **Closing Date: June 26, 2009 at 2:00 PM**

Checklist for Bid Submissions

IMPORTANT: The following items must be enclosed in a sealed envelope, clearly marked **"SEALED BID ON RADAR SIGNS TO BE OPENED JUNE 26, 2009 AT 2:00 P.M."** and delivered to the **Purchasing Agent, 18 Court Street, Warrenton, VA 20186** in order for your bid to be considered responsive.

1. Original and one copy of completed Bid Sheet, signed by an individual authorized to bind the organization.

2. Signed Certification Page

3. Bid bond in the amount of 5% of your total base bid. This can be a cash bond, surety bond or an irrevocable letter of credit issued by a bank with a main or branch office in Fauquier County.

4. A copy of your state contractor's license.

5. A notarized statement certifying that your contractor's license is in good standing and not subject to revocation. Form Exhibit C is attached for your use.

If you have any questions regarding the above documents, please contact the individual (s) listed on the Certification page of this IFB.

TOWN OF WARRENTON, VIRGINIA

Invitation for Bid – Solar Powered Radar Signs

IFB #: 10-005 **Closing Date: June 26, 2009 at 2:00 PM**

BID SHEET

Lump Sum Price for furnishing and installing four Solar Powered Radar Signs as per the specifications:

TOTAL PRICE **$_____**

_____
Company Name

_____ _____
Address Date

_____ _____
City, State, Zip Phone Number

_____ _____
Authorized Signature Fax Number

_____
Contractor License #